



LOUISVILLE & NASHVILLE RAILROAD COMPANY

908 W. BROADWAY, LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

RECORDATION No. 5709-14 Filed 1981

LAW DEPARTMENT

June 15, 1981

DAVID M. YEARWOOD
GENERAL ATTORNEY

JUN 16 1981 - 10 40 AM
INTERSTATE COMMERCE COMMISSION

No. 1-169A044

Date JUN 16 1981

File No. 10.00

Ms. Agatha Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Washington, D. C.

Dear Madam Secretary:

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, four duly executed counterparts of a Supplemental Agreement dated as of June 1, 1981 between Mercantile-Safe Deposit and Trust Company, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Louisville and Nashville Railroad Company, whose address is 908 West Broadway, P. O. Box 32290, Louisville, Kentucky 40232.

By this Supplemental Agreement, Louisville and Nashville Railroad Company agreed to transfer to Mercantile-Safe Deposit and Trust Company, and subjected to the hereinafter described Conditional Sale Agreement and Assignment, three (3) 80-ton open top hopper cars bearing the Railroad Company's road numbers 185368, 185369 and 185370 in substitution for four (4) 80-ton open top hopper cars bearing the Railroad Company's road numbers 184701, 184896, 185050 and 185279 which have suffered Casualty Occurrences and which are released from the Conditional Sale Agreement and Assignment to the Railroad Company.

This Supplemental Agreement is supplemental to that Conditional Sale Agreement dated as of February 15, 1970 among Pullman Incorporated (Pullman-Standard Division), Greenville Steel Car Company and Louisville and Nashville Railroad Company and that Agreement and Assignment dated as of February 15, 1970 among Pullman Incorporated (Pullman-Standard Division), Greenville Steel Car Company and Mercantile-Safe Deposit and Trust Company, which were filed and recorded with the Interstate Commerce Commission on May 8, 1970, and assigned Recordation No. 5709.

Attached hereto is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

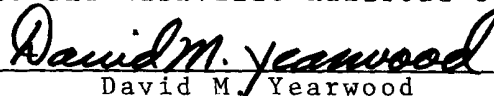
After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood
General Attorney
Louisville and Nashville Railroad Company
908 West Broadway
P. O. Box 32290
Louisville, Kentucky 40232

Respectfully yours,

Louisville and Nashville Railroad Company

By



David M. Yearwood
General Attorney

Attachments

Interstate Commerce Commission
Washington, D.C. 20423

6/18/81

OFFICE OF THE SECRETARY

David M. Yearwood
General Attorney
Louisville & Nashville RR.Co.
908 W. Broadway
Louisville, KY. 40203

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/18/81 at 10:40am , and assigned re-recording number(s). 5709-F

Sincerely yours,

James H. Payne
Acting Secretary

Enclosure(s)

RECORDATION NO. 5709 M Filed 142b

JUN 10 1981 - 10 40 AM
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of June 1, 1981, by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland, a corporation duly organized and existing under the laws of the State of Maryland, hereinafter called the "Agent", and LOUISVILLE AND NASHVILLE RAILROAD COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Kentucky, hereinafter called the "Railroad Company",

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of February 15, 1970, hereinafter called the "Conditional Sale Agreement", by and among Pullman Incorporated (Pullman-Standard Division) and Greenville Steel Car Company, hereinafter called the "Vendors", and the Railroad Company, each of the Vendors agreed to construct, sell and deliver to the Railroad Company, on the terms and conditions therein set forth, certain cars described therein; and

WHEREAS, by an Agreement and Assignment, dated as of February 15, 1970, hereinafter called the "Assignment", the Vendors sold, assigned, transferred and set over to the Agent, its successors and assigns, all their rights, titles and interests under the Conditional Sale Agreement; and

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section

NOW, THEREFORE, the Railroad Company hereby agrees, pursuant to Section 6 of the Conditional Sale Agreement, to sell, assign, transfer and set over unto the Agent three (3) 80-ton open top hopper cars bearing the Railroad Company's road numbers 185368, 185369, and 185370, being standard gauge rolling stock put into service no earlier than February 15, 1970, having an aggregate depreciated value as of the date hereof of \$22,455.00 and being of substantially as good material or construction as the Destroyed Cars. *add*

The Conditional Sale Agreement and the Assignment are hereby amended to subject said equipment to the terms and conditions of the Conditional Sale Agreement and Assignment as though part of the original cars subject thereto and included in the term "cars" as used therein. *Release*

The Agent hereby releases from the Conditional Sale Agreement and Assignment the Destroyed Cars.

The Railroad Company will cause this Supplemental Agreement to be filed and recorded in the office of the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Supplemental Agreement may be simultaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

By 
Assistant Vice President

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By A. L. Snyder
Vice President

ATTEST:

Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 9TH day of JUNE, 1981, before me personally appeared R. E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires July 1, 1982

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 4th day of June, 1981, before me personally appeared N. L. Snyder, to me personally known, who, being by me duly sworn, says that he is a Vice President of Louisville and Nashville Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Arvin L. Waller
Notary Public

My Commission expires Nov 15, 1981.

NOTARIAL SEAL

IN WITNESS WHEREOF, the Agent and the Railroad Company, pursuant to due corporate authority, have caused this instrument to be executed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
Agent

By

[Signature]
Assistant Vice President

ATTEST:

[Signature]
Corporate Trust Officer

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

By

[Signature]
Vice President

ATTEST:

[Signature]
Attesting Officer

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 9th day of JUNE, 1981, before me personally appeared R. E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

My Commission expires July 1, 1982.

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STATE OF FLORIDA)
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James L. Hollibaugh
Notary Public

My Commission expires Nov 15, 1981.

NOTARIAL SEAL